

# Contract for the Sale of Assets

This Contract for the Sale of Assets (the "Contract") is entered into as of April 15, 2025, by and between RM Water Damage Ltd. and Klodian Belegu (the "Sellers"), and Sandro Paterno (the "Buyer") (collectively, the "Parties").

## Recitals

WHEREAS, in November 2022, the Sellers entered into an agreement with the Buyer whereby the Buyer would furnish legal services and be paid \$13,000 per month for a term of one year, which Agreement was renewed for the years 2023, 2024, and 2025;

WHEREAS, in April 2024, the Sellers ceased payments under the Agreement and, in December 2024, resumed payments of only \$1,600 per week, creating unpaid amounts owed to the Buyer;

WHEREAS, the Sellers now owe the Buyer \$91,000 for unpaid payments for missing months and an additional \$33,000 for the shortfall over the last six months, totaling \$124,000 in outstanding obligations;

WHEREAS, the Sellers are now forced to shut down their business due to a court order and are unable to pay the outstanding bills;

WHEREAS, the Sellers desire to transfer the assets of the corporation to the Buyer, including office furniture and accounts receivable, in exchange for the release of their obligations to the Buyer's law firm;

WHEREAS, the Sellers intend to sell the trucks and equipment of the corporation separately to Edison, who has a credit of approximately \$285,000 for services rendered on behalf of the Sellers;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the Parties hereby agree as follows:

## Article 1: Sale of Assets

1.1 The Sellers agree to sell, assign, and transfer to the Buyer, and the Buyer agrees to purchase, the following assets of the Sellers' corporation:

- All office furniture;
- All accounts receivable.



1.2 The trucks and equipment of the corporation are expressly excluded from this sale and shall be sold separately to Edison Qose.

1.3 As soon as possible, the Buyer shall transfer the lease of the building at 1049 Church Road, Toms River to 911 Plumbing and Restoration Inc. a new Corporation Incorporated by the Buyer.

## Article 2: Consideration

2.1 In exchange for the assets described in Section 1.1, the Buyer agrees to release the Sellers from all obligations owed to the Buyer's law firm, including the \$111,000 outstanding as of the date of this Contract.

## Article 3: Representations and Warranties

3.1 The Sellers represent and warrant that:

- They have full authority to enter into this Contract and transfer ownership of the assets;
- The assets are free and clear of any liens or encumbrances, except as disclosed herein;
- They shall cooperate with the Buyer to ensure a smooth transfer of ownership.

3.2 The Buyer represents and warrants that:

- The Buyer has the authority to enter into this Contract and release the Sellers from their obligations to the Buyer's law firm;
- The Buyer accepts the transfer of assets as-is.

## Article 4: Miscellaneous Provisions

4.1 Governing Law. This Contract shall be governed by and construed in accordance with the laws of the applicable jurisdiction.

4.2 Entire Agreement. This Contract constitutes the entire agreement between the Parties concerning the subject matter herein and supersedes all prior agreements or understandings.

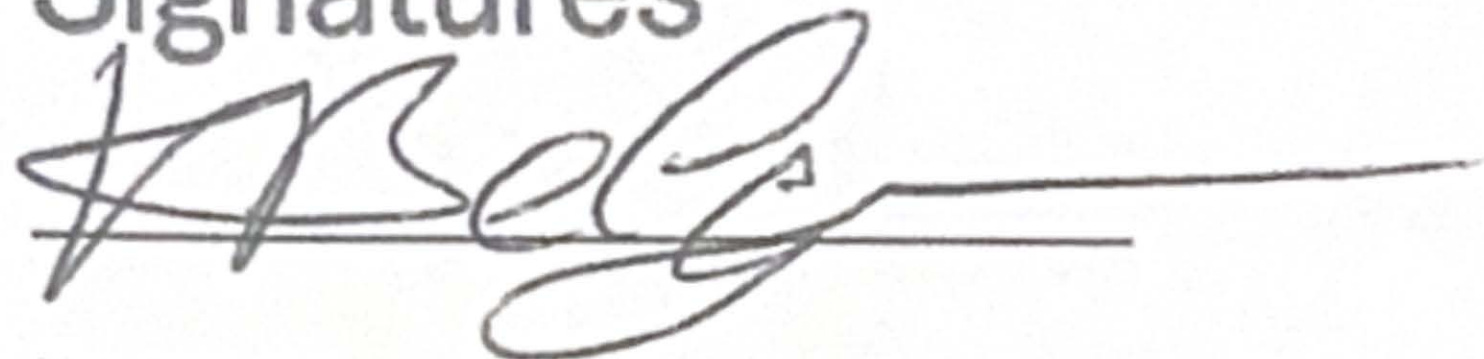
4.3 Amendments. This Contract may not be amended or modified except in writing signed by both Parties.



4.4 Counterparts. This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract as of the date first written above.

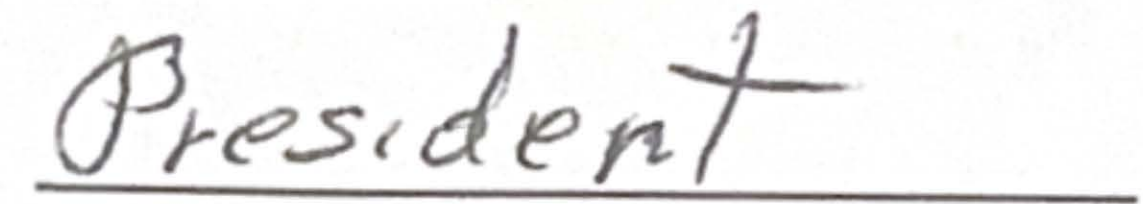
Signatures

A handwritten signature in dark ink, appearing to read 'K. Belegu', written over a horizontal line.

RM Water Damage Ltd.

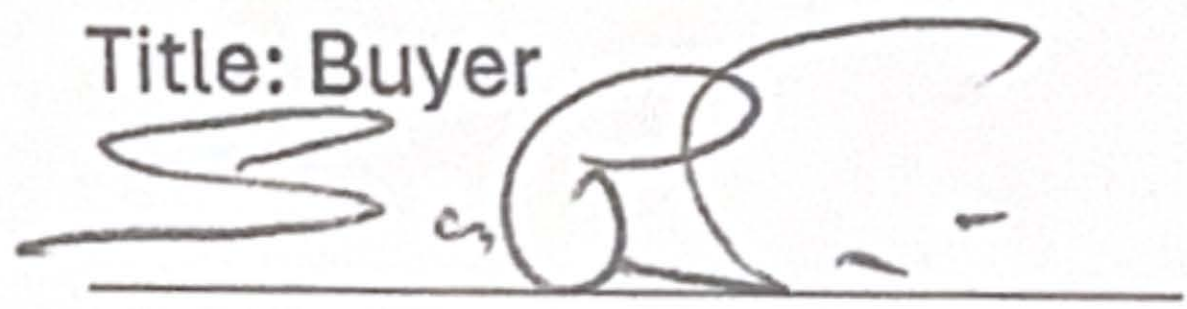
By: Klodian Belegu

Title: Seller

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Sandro Paterno

Title: Buyer

A handwritten signature in dark ink, appearing to read 'S. Paterno', written over a horizontal line.

Witness